

**MILWAUKEE COUNTY
CLERK of CIRCUIT COURT**

REQUEST FOR PROPOSAL

**COLLECTION OF COURT ORDERED JUDGMENTS
&
TAX REFUND INTERCEPT PROCESSING**

Milwaukee County Official Bid Notice Number 98160001



**Milwaukee County, Wisconsin
Combined Court Related Operations
County Funded State Court Services**

February 2, 2016

Proposals Due by 3:00 P. M. Central Standard Time
March 16, 2016

**Label Proposals with Firm's Name and Address and "Proposal for Collection of Court
Ordered Judgments & Tax Refund Intercept Processing"**
MILWAUKEE COUNTY
CLERK of CIRCUIT COURT

Request for Proposal (RFP)

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ATTACHMENTS

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County's Minimum Wage Policy

REQUEST FOR PROPOSALS (RFP)
COLLECTIONS OF COURT ORDERED JUDGMENTS
&
TAX REFUND INTERCEPT PROCESSING

I. INTRODUCTION

The Milwaukee County Clerk of Circuit Court (County) is seeking proposals from qualified debt collectors, persons, or organizations to provide debt collection services, including use of the State of Wisconsin, Department of Revenue, and Tax Refund Intercept Program (TRIP). This Professional Services Agreement is expected to begin June 1, 2016 through May 31, 2018, with two renewable extensions of two years each.

II. PROPOSAL SUBMISSION AND TIMEFRAME

Milwaukee County Clerk of Circuit Court is accepting bid requests for calendar years 2016 through 2018. It is expected that the selected Contractor will begin on June 1, 2016 and end on May 31, 2018, with two renewable extension options in increments of two years.

One original and five copies must be submitted.

The cover page of your proposal must reference the Official Notice Number 98160001

All proposals and correspondence should be sent to:

Milwaukee County Clerk
Attention Judith Urban
901 North 9th Street, Room 105
Milwaukee, WI 53233

Responses to this request in the form of one original signed proposal and five copies must be received by 3:00 P.M. Central Standard Time on March 16, 2016.

The Clerk of Circuit Court reserves the right to reject any or all proposals, to accept the proposal(s) most advantageous to the Clerk of Circuit Court, and/or to re-advertise or to cancel the entire project.

All material submitted become the irrevocable and sole property of the County. The County shall be under no obligation to return any materials in response to this RFP.

No costs or expenses incurred in responding to this RFP or participating in this competitive procurement will be borne by the County.

The County does not regard the submission of a response to the RFP as the establishment of a contract. The County makes no guarantee that any contract award will take place as a result of this RFP.

The County reserves the right to cancel any resulting contract(s) in whole or in part, without penalty, due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

While the County is under no obligation to contact Contractors for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the County, at the sole discretion of the Evaluation Committee, may elect to interview all or some of the Contractors during the selection process and to request presentations.

Based on the evaluation criteria, please note that the County will not necessarily choose the Contractor(s) with the lowest commission rates for Services. A competitive range, consisting of those Proposals which are acceptable to the County, or which could be made acceptable following written or oral presentations, will be determined.

Milwaukee County reserves the right to accept or reject any or all proposals, to waive any technicality or error in any proposals or any part therein, and to accept the same or combinations, in whole or part, whichever proposal is deemed to be in the best interests of Milwaukee County.

III. SCHEDULE OF EVENTS AND RFP ADMINISTRATOR

<u>Event</u>	<u>Date</u>
RFP Issued	February 2, 2016
Written Questions Due	February 16, 2016
Written Questions Answered	February 22, 2016
Deadline for Receipt of Proposals	March 16, 2016 3:00 pm CST
Evaluation and Selection Process	March 17-26, 2016
Notification of Intent to Award	April 4, 2016
Report to Judiciary, Safety and General Service Committee	May date not yet set
Judiciary, Safety and General Service Committee Meeting	May date not yet set
Report to Finance, Personnel and Audit Committee	May date not yet set
Finance, Personnel and Audit Committee Meeting	May date not yet set
Full County Board Vote	May date not yet set
Finalize Contract	Prior to May 31, 2016

The RFP Administrator is:

Tom Oelstrom
Clerk of Circuit Court - Financial Services
821 W. State Street Room 117
Milwaukee, WI 53233

Email: Tom.Oelstrom@wicourts.gov

IV. PURPOSE - DEBT COLLECTION SERVICES

1. Collect past due judgments on felony, criminal misdemeanor and traffic, local county traffic ordinance violations, and state forfeiture type cases. Past due judgments including debt for restitution ordered paid to victims, fine/forfeitures, surcharges, assessments, attorney fees, cost of transcripts, forfeited signature bonds, wage/income assignments, debt converted from a Department of Corrections debt to a Clerk of Circuit Court debt, and the cost of NSF checks, as authorized by Wisconsin State Statutes.
2. Utilize direct collection efforts and use of the State of Wisconsin Tax Refund Intercept Program (TRIP).
3. Provide availability to make payment by phone and a dedicated web site for using credit and debit cards, 24/7.
4. Provide one staff person each morning on business days to process payment by credit/debit cards and take checks for payments for cases disposed of on same day.
5. Coordinate and manage TRIP processing.
6. Transfer uncollected debt from previous debt collector to new Contractor.

V. ACCOUNT HISTORY

Prior to placing an account for collection with a debt collector, the County may pursue any and all methods of collections deemed appropriate as granted by State law, County ordinance, or established policy or practice and may inform the debtor that failure to make payment could result in placing their account with a debt collector. Action taken by the County may include: handing out payment options at the time a citation is issued, mailing default judgment notices, providing payment slips in court, mailing reminder notices, granting extensions to pay, creating monthly payment plans, and preparing failure to pay actions. . In addition, the County will use all of the court's enforcement actions, including: suspension of drivers' licenses, civil judgments, and fine & cost commitments to the County's House of Correction, as authorized by Wisconsin Statutes.

Normally, ten days after the judgment is past due, the County will refer accounts to the collection agency.

2013 – 2015 -monthly approximate average referral:

200-300 assessments for restitution

2,000 non-restitution

2,300 assessments totaling \$2,000,000

Estimated initial start up referral:

\$43,000,000 Restitution/10,000 Assessments

\$40,500,000 Other than Restitution/135,000 Assessments

\$83,000,000 Total Amount

VI. STATUTORY AUTHORITY

For collection of court imposed penalties through contract with debt collector:

Authorization to contract for the collection of fine/forfeitures, surcharges, assessments and attorney fees is granted in Wisconsin Statutes §§59.40(4) and 59.52 (28). In addition, authority was given by Milwaukee County Board resolution dated February 1, 1996, file number 96-99.

To charge a designated fee for use of credit or debit cards:

Authorization for the Clerk of Circuit Court to charge and collect a designated service fee for the use of a credit or debit card is granted in Wisconsin Statutes §59.40 (4)(b).

VII. REQUIRED SERVICES

DESCRIPTION of SERVICES

Contractor shall provide each required service:

1. Contractor shall provide various methods and procedures to achieve the highest rate of debt recovery possible.
2. Contractor shall provide dedicated collectors and maintain a collection staffing level proportionate to:
 - The volume of referred accounts for both restitution and non-restitution debt.
 - Those accounts already certified with TRIP (State of Wisconsin Tax Intercept Program).
3. Contractor shall provide mailing services and notices:
 - First notice to be mailed within 24 hours of referral.
 - Send follow up letters.
 - Notice to provide Contractor's link so that debtor:
 - Can view outstanding debt.
 - Can obtain information about the debt.
 - Can ask questions and receive timely answers.
4. Contractor shall make a reasonable number of telephone calls as determined by Milwaukee County.

5. Contractor shall perform skip tracing services to:
 - Obtain current addresses, telephone numbers, employment information, assets, driver's license numbers and/or social security numbers.
 - Electronic skip tracing processing tools should include using Accurint, Acolloid, Trans Union, Experian, and Equifax.
 - Manual skip tracing must also be used, including directory assistance and Department of Motor Vehicles.
 - Skip tracing cost shall be included as part of the commission rate.
6. Contractor shall provide their internet site to County and to debtors to enable them to access debt information and include this website in all mailed notices.
7. Contractor shall make personal contact with the debtors.
8. Contractor shall certify debt to TRIP within 30 days of referral, provide the County with a list of same, and perform related maintenance to the file, including investigating rejected debt, making changes, or providing additional information and recertifying.
9. Contractor shall continue collection efforts before and after debt has been certified to TRIP.
10. Contractor shall obtain social security and driver's license numbers for TRIP processing using other means available, cost of which shall be included as part of the commission rate above.
11. Contractor shall e-mail acknowledgements of referrals to County daily, within twenty-four (24) hours of receipt, to confirm both the number of cases and amount referred have been listed. If not, Contractor must provide a detailed summary listing case number(s) and amount(s) not listed, equaling the variance.
12. Contractor shall provide a method/procedure for debtors to ask questions and receive timely responses.
13. Contractor shall provide one staff person each morning, from 8:15 A. M. until court is completed, on regular business days to process payments by credit/debit cards, collect checks, and deliver to County representative daily.
14. Contractor shall implement special collection campaigns focused on special accounts or case types requested by the County, including use of a predictive dialer, special mailings, or e-mail.
15. Contractor shall file claims related to probate for defendants with outstanding debt.
16. Contractor shall provide access for the County to audit and/or view the history of the agency's collection work and maintain a complete record of all activity on each account.
17. Contractor shall prepare garnishment of wages/income assignments for the collection of referred debt and deliver forms to the County for filing.
18. Contractor shall provide an IVR (Integrated Voice Response system) 800 number for defendants to pay by credit/debit cards. Contractor to provide at least Visa, MasterCard, and Discover.
19. Contractor shall provide a dedicated web site for defendants to make payment by credit/debit cards. Contractor to provide at least Visa, MasterCard and Discover and charge the customer a credit/debit card service fee.
20. Contractor shall report all non-TRIP direct payments on a daily basis, by 10:30 A.M. to the County by an e-mailed Excel worksheet.
 - The Excel worksheet for payments made using the IVR will include date of payment, phone number called from, case or citation number, amount paid, amount of credit

card fee, total of amount paid and amount of credit card fee, total for each transaction and totals for each of the three groups, last four numbers of the credit card, authorization number, and any comments.

- The Excel worksheets for payments made using the website will include date of payment, defendant's last/first name, case or citation number, type of credit card used, amount paid, amount of the credit card fee, total of the amount paid and amount of the credit card fee, and totals for each of the three groups, e-mail address, phone number, authorization number, violation date, and any comments.
 - The Excel worksheet for payments made outside of assigned court will include the date of payment, case number, defendant's last/first name, type of credit card used, amount paid, amount of credit card fee, total of amount paid and amount of credit card fee, total for each transaction and totals for each of the three groups, check number if paid by check, amount of check, and total paid by check.
 - The worksheets above will contain the amount to be applied and the credit card convenience fee.
21. Contractor shall coordinate sending the worksheets to the County and electronically wire transferring the collected funds to the County's bank, same day.
 22. County shall report all direct payments on accounts listed with Contractor, within a one to two working day period from the receipt of payment, by fax or e-mail.
 23. Contractor shall manage TRIP function for accounts the County has referred to Contractor, including, but not limited to: preparing and mailing required notices, ensuring notices include Contractor's name and phone number for debtors to call with questions, ensuring notices provide a note indicating the debt is related to the County's case, providing the County case number(s) and name of the Contractor's representative(s) handling telephone calls generated from the mailed notices, listing qualified accounts, obtaining and verifying social security and driver's license numbers, managing all account information and all file maintenance, working with the County to resolve and correct errors and timely re-transmitting information for certification, updating records and providing the County reports corresponding to the TRIP weekly activity, timely removing paid or zeroed out debt, performing audits of the County's certified debt with TRIP's database, providing weekly Excel e-mailed work sheets corresponding to the amount intercepted and providing a weekly accumulated report of TRIP activity.
 24. Contractor shall report all TRIP payments weekly on an Excel worksheet. The Department of Revenue (DOR) weekly intercepted funds will be electronically wired to the County's bank. The worksheet, for each defendant, must include defendant's last/first name, case number, amount intercepted, balance remaining on case, comments, including if the payment is for an outstanding fine and cost commitment, total of all intercepted funds, and a notation as to whether the funds are related to restitution.
 25. Contractor shall bill commission to the County twice monthly, on the 15th and last day of the month. The billing report shall be in Excel format and shall summarize payments collected by Contractor, payments made at the County's office or payments made as a result of TRIP, during the billing period. The period's commission billing statement shall include: date payment was made, defendant's last/first name, case number, amount paid, commission rate/amount, the date debt was listed, the unpaid balance, the amounts paid listed in columns labeled: paid to Contractor, paid to County or paid by TRIP, amount

- due Contractor, and totals for each column. Contractor shall mail and e-mail billing to County representative.
26. Contractor shall notify credit reporting bureaus if not able to collect full payment after 120 days of referral and to inform bureaus within ten (10) days of receiving full payment. Although the debt may otherwise be paid in full, if a civil judgment has been issued, the \$5.00 Satisfaction Fee must be paid.
 27. Contractor shall, after one year, inform County of any debt not with TRIP. Cases may be taken back from collection and given to another collection agency as secondary placements.
 28. Contractor shall reimburse County for any amount which becomes uncollectible due to any error, wrongful, intentional, or negligent act or omission of the Contractor.
 29. Contractor shall not use practices that could be interpreted as harassment. Contractor's collection efforts will conform to industry standards and will comply with all federal, state, and county law/ordinances.
 30. Contractor shall have ability to apply payments first to restitution, and next to all other debt, unless ordered differently by the court.
 31. Contractor shall, at request of the County meet with the authorized representative and review invoice(s), explain charges, discuss problems and mutually agree on a course of action which may be required to provide improved control and/or service.
 32. Contractor/County shall notify each other daily of bankruptcy filings and deceased defendants.
 33. Contractor shall send copies of collection related documents to County (i.e. bankruptcy and deceased death certificates, other.) when obtained by Contractor.
 34. Contractor shall have the ability to reactivate accounts and to adjust balances at the request of County.
 35. Contractor shall provide resources to collect out-of-state debt.
 36. Contractor shall be able to coordinate a large start up referral of debt from previous debt collector including: mailing notifications, recertifying debt to TRIP, and providing dedicated collectors.

REPORTS

Contractor shall provide each required report:

1. Quarterly report reflecting the collection rate related to referral and paid dates.
2. Monthly report reflecting the total amount referred, paid, adjusted, and balance at collections.
3. Daily e-mail confirmation of referral, listing the number of cases and amount listed. In addition, if the number of cases and amount referred by County doesn't match listing, Contractor to provide detailed summary of the variance.
4. Daily e-mail Excel worksheet summarizing payments made via the IVR and website.

5. Weekly Excel summary of TRIP intercepts, noting restitution debt collected.
6. Monthly summary of debt not yet certified to TRIP, 30 days after referral.
7. Monthly report listing returned accounts by last/first name, with case number, balance outstanding, and providing a reason why the account was returned.
8. Quarterly report for the period and accumulated since the contract has started, summarizing account activity. Information should include a minimum of: the average length of time it takes a payment to be made from referral date, the aging date by cases and total amount outstanding. Separate reports must be prepared for direct collections and TRIP.
9. Bi-monthly billing statement. See requirements in the Required Services section.
10. On an as needed basis provide special reports, including a report with all data elements in Contractor's collection database.
11. After one year, County to be informed of any debt not with TRIP. Cases may be taken back from collection and given to another collection agency as secondary placements.

VIII. PROPOSAL SUBMISSION & CONTENT

SUBMISSION

Proposers must submit one (1) original and five (5) copies of all materials required for acceptance of their proposal in sealed envelopes. Submission must be to the specific location and prior to submission deadline indicated on the 'Information Summary Sheet'. Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound.

All proposals must be time-stamped as accepted by Milwaukee County by the stated time. Proposals not so stamped will not be accepted. Please note that if hand delivering proposals, allow adequate time for travel, parking, and security screening.

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with each heading and be clearly marked and separated by tabs or otherwise clearly marked. Failure to provide any requested information in your proposal will be considered unresponsive.

All proposals shall consist of two submissions, Technical Proposal and Cost Proposal. Each proposal must be submitted in separate envelopes and marked as requested below.

Proposals submitted in response to this RFP must be received no later than the deadline.

Your responses should be submitted as follows:

Both Technical and Cost Proposals shall be identified in the lower left corner as follows:

Technical Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)

RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

And

Cost Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)

Request For Proposal Number: (Number as provided on the Information Summary Sheet)

RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

TECHNICAL PROPOSAL

INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

COVER PAGE (Unscored)

A cover page should accompany each proposal, which identifies the name of the individual who should be contacted if clarification of the proposal's contents is necessary. In addition to the name of the contact person, the cover page should also include the full address of the person, the telephone number, as well as the Social Security Number of the person or the Federal Identification Number of the business. The cover page must reference the Official Notice Number of this RFP **98160001**.

Respond to the following requests in sequence, identifying associated request in response.

REQUIREMENTS (Unscored)

1. Evidence of licensing by the State of Wisconsin.
2. Evidence of Professional and General Liability Insurance.

3. Evidence of Bonding.
4. Evidence of PCI DSS Compliance.
5. Evidence that employer is an Equal Opportunity Employer.

BACKGROUND

Please provide the following:

1. Name of firm and letter of introduction.
2. Names of all chief operating officers and persons, partnerships and corporation owning ten (10) percent or more of the firm.
3. Principal place of business.
4. Address where work is to be performed, if different than above.
5. Geographic area serviced and years of experience in the collection/TRIP field.
6. Reference of related experience with government clients. Include names, addresses, and telephone numbers.
7. Organizational chart and current staffing, with average worker to accounts assigned.
8. Description of data processing resources available to execute the requirements of the contract.
9. Examples of related collection reports and letters.

PROCEDURES AND PROCESS

Please explain your procedures in detail for each item below:

1. How accounts are assigned and worked upon referral, including time frame.
2. Debt collecting for unpaid restitution.
3. Account flow chart.
4. Notification process.
5. Parameters for case assignment.
6. Financial counseling and follow up.
7. Cancelled and returned accounts.
8. Deceased defendants and bankruptcy cases.
9. Approach for handling small balance accounts.

10. Approach for handling large balance accounts.
11. Skip tracing (please provide skip tracing flow chart).
12. Legal process.
13. Handling payments and control procedures.
14. TRIP handling procedures, experience, and processing.
15. Handling income assignments and experience with same.
16. Collecting debt from out of state debtors.
17. Provide proposed script of the IVR system.
18. Provide instructions that County would provide to users of website and IVR to make payment.
19. Provide instructions your staff use to provide the best customer service.
20. Ability to implement terms of RFP starting June 1, 2016.

DATABASE MANAGEMENT

Please provide a plan for database management. The plan must identify the staff assigned to each task, their experience in database management, and whether they are in-house or outsourced. The plan must address the following issues:

1. Ability to connect contractor collections system to the TRIP and perform necessary maintenance.
2. Description of Contractor's data system for tracking collection activity.
3. Strong knowledge of database application development.
4. Demonstrated ability to maintain a secure database.
5. Reports you have available to measure collection activity.

EXPERIENCE

Please explain your experience in detail for each item below:

The successful bidder must:

1. Have at least three years of prior experience in collections, preferably with a large unit (over 500,000 population) of government.
2. Have at least two years of prior experience processing TRIP debts with the WDOR in an electronic setting, preferably with a large unit of government (over \$10 million registered and/or over 10,000 accounts registered).
3. Have experience coordinating a large start up referral of debt from a previous debt collector, including mailing notifications, recertifying debt to TRIP, and providing dedicated collectors to work on the debts.

4. Be familiar with the State of Wisconsin Consolidated Court Automation Programs (CCAP).
5. Have at least three years experience providing client interfaces required to manage and oversee vendor collections activity.
6. Have at least three years prior experience providing methods of electronically uploading new debt information.
7. Have prior security clearance and be approved by the WDOR to access the WDOR computer system.
8. Have procedures in place and the capability to effectively process several thousand debt transactions within an agreed upon processing period (5 day maximum).
9. Have procedures in place and operational to perform semi-annual audits of the County's state certified debts with WDOR's database.
10. Have implemented, utilized and provided a website for making payments by credit/debit cards. Explain how you communicated information, performed transactions and accounted for the funds paid. Provide references.
11. Have implemented, utilized and provided an 800 number for making payments by credit/debit cards. Explain how you communicated information, transactions and accounted for the funds, Provide references.
12. Have implemented or have an idea for implementation of a method or procedure not mention in this request for proposal that would improve the collection rate.

In addition, please provide information regarding the following:

13. Types of debts collected and recovery percentages over a period of time.
14. A summary of your history of the average length of time from account referral to payment date for the various contracts you have held.
15. Experience in collecting on judgments and wage assignments.
16. A summary of the percentage of debt you have sent to TRIP related to the total amount of accounts referred for your three largest contracts, providing names and contact staff.

REFERENCES

Provide a list of three client references or letters of support or recommendation from other public agencies or businesses who have used your services of a similar scope and nature.

COST PROPOSAL

COMPENSATION

The rate parameters are:

1. No commission, zero (0) percent shall be earned by the Contractor on any restitution debt referred to and collected by Contractor, County and/or by TRIP. Furthermore, any funds collected by Contractor, County and/or by TRIP shall be applied first towards the unpaid restitution debt and next to all other debt. If payment is made for restitution by credit card Contractor will e-mail credit information to the County.
2. No commission, zero (0) percent shall be earned if the defendant paid as a result of being arrested on an outstanding Fine & Cost commitment warrant.
3. No commission, zero (0) percent shall be earned by the Contractor on any payments received by the Contractor or County, by check from the Department of Correction (DOC).
4. No fees/commissions will be billed to the County for checks collected outside of a court. Checks will be delivered to the designated court staff, same day.
5. Contractor agrees to return to the County, at no charge, accounts referred in error.
6. Commission earned on direct collections shall not exceed fourteen (14) percent, if payment is made at the Contractor's office.
7. Commission earned on direct collections shall not exceed twelve (12) percent, if the payment is made at the office of the Clerk of Circuit Court.
8. Commission earned if payment is obtained from the TRIP shall not exceed seven (7) percent.
9. Contractor will provide County with Visa, MasterCard and Discover credit card processing services at the rate not to exceed four (4) percent of the total dollars processed. Daily, the total amount collected by the Contractor, including the three (3) percent credit card convenience fee, will be electronically sent to the County's bank. The 4% rate will only apply to accounts that have not been referred by the County to Contractor. Once a case is referred to Contractor for collection, payments made by credit card will not incur the 4% processing fee. Contractor will bill the County at a rate of four (4) percent.

10. The only fee to be paid by the County are outlined above.

SUBMISSION OF COST PROPOSAL

The COST PROPOSAL should indicate the fee for services provided on a fixed percentage rate basis. Respondents must indicate contingent fees for general collection(s) and another contingent fee for the TRIP program.

1. Propose a commission earned on direct collections (not to exceed fourteen (14) percent) if the payment is made at the Contractor's office.
2. Propose a commission earned on direct collections (not to exceed twelve (12) percent,) if the payment is made at the office of the Clerk of Circuit Court.
3. Propose a commission earned if payment is obtained from the TRIP (not to exceed seven (7) percent).

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IX. PROPOSAL AND AWARD PROCESS

All attachments, additional pages, addenda or explanation supplied by the Contractor in the submission package will be considered as part of the RFP response. The material will be evaluated as part of the Contractor's response to the RFP and will eventually be incorporated as part of the terms and conditions of the successful proposer's contract with Milwaukee County. Failure to enter into a contract with Milwaukee County within 30 days of notification that a proposer is the successful bidder may result in the award of the contract to another bidder.

X. PRELIMINARY EVALUATION

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information will be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

XI. PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in this RFP.

Technical Proposal scoring: the Evaluation Committee shall conduct its evaluation of the technical merit of all proposers' responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below.

Cost Proposal scoring: cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to lowest and each subsequent proposal will use the lowest dollar proposed amount as a constant numerator and the dollar amount of the proposer being scored as the denominator. The result then is multiplied by the total number of points provided in the cost section of the RFP. Lowest cost proposal will receive the maximum number of points available for the cost category; other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the lowest cost proposal.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and cost scoring.

Oral presentations may be requested by Milwaukee County of the highest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to Milwaukee County Clerk of Circuit Court as to whose proposal is determined to provide the best value to Milwaukee County Clerk of Circuit Court. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel, or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

XII. EVALUATION CRITERIA

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to both the technical cost information submitted by each proposer.

RFP EVALUATION CRITERIA

References	5 points
Cost Proposal	25 points
Experience	30 points
Technical Proposal (other than experience)	40 points
Total	100 points

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The County reserves the right to reject any and all proposals.

XII. EXCEPTIONS

Review the RFP in its entirety and indicate any exceptions you are taking to requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal.

XIII. INTENT TO AWARD

Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

Prior to execution of any final agreement, Milwaukee County shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

XIV. INFORMATION RELEASE

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form. Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

XVI. APPEAL

Protests and appeals related to this RFP after issuance of "Intent to Award" are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 32. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

XVII. INDEMNITY

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Agreement.

XVIII. SUBCONTRACTING

Assignment of any portion of the work by subcontract must have the prior written approval of County. There must be a written contractual agreement between the prime Contractor and its County-approved sub-contractors and/or associates which binds the sub-contractor(s) to the same terms and conditions as the prime Contractor.

XIX. CONFIDENTIALITY AND OWNERSHIP of INTELLECTUAL PROPERTY

The Contractor agrees to abide by all confidentiality requirements imposed by state, federal and local laws and ordinances, for all accounts, correspondence, documents and any other such information. The Contractor agrees to comply with any other requirements that might be developed by the County to insure the confidentiality of proprietary data. Contractor also agrees that it will surrender to Milwaukee County within 14 days of any termination of this agreement, for any reason, all, tables, manuscripts, databases, electronic or paper correspondence, e-mails and any other data or materials developed under the terms of the agreement, from a variety of sources.

The Contractor agrees that all programs, tables, manuscripts, databases, electronic or paper correspondence, e-mails and any other data or materials developed under the terms of the agreement are and shall be considered the sole property of the County; Contractor agrees that it will surrender to Milwaukee County any and all such material within 14 days of any termination, for any reason, of this agreement. Contractor agrees that it will not release or share such information in any manner without the expressed, written consent of the County.

The Contractor agrees that all records developed as a result of this agreement are records of the County and are subject to access, scheduling and disposition approved by the County.

XX. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI DSS) Compliance

The Contractor agrees to abide by all PCI DSS requirements and standards established by the PCI DSS to ensure the safe handling of cardholder information at every step of the payment process, including prevention, detection, and appropriate reaction to security incidents.

The contractor agrees to maintain PCI compliance during the term of the contract.

XXI. INSURANCE

Contractor and sub-contractor (as applicable) agree to provide evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General, Professional and Automobile Liability coverage in the following minimum amounts:

Type of Coverage	Minimum Limit
A. <u>Wisconsin Workers' Compensation</u> or Proof of all States Coverage	Statutory
B. <u>Employers' Liability</u> United States Longshoreman and Harbor Workers Compensation Act Coverage	\$100,000/\$500,000/\$100,000 If required by law
C. <u>Commercial General Liability</u> Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence \$1,000,000 - General Aggregate
D. <u>Automobile Liability</u> Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
E. <u>Professional Liability</u>	\$1,000,000 per occurrence \$1,000,000 aggregate

MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AND BE AFFORDED A THIRTY DAY (30) WRITTEN NOTICE CANCELLATION OR NON-RENEWAL. DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A CERTIFICATE INDICATING THE ABOVE COVERAGES SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY COUNTY FOR THE DURATION OF THIS AGREEMENT.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

XXII. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

In accordance with Section 56.17 of the General Ordinances of Milwaukee County, adopted by the Milwaukee County Board of Supervisors on March 11, 1969, the following provisions shall apply:

In the performance of work under this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of the nondiscrimination clause.

Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Attachment A. The program shall have as its objective to increase the utilization of women, minorities and persons with disabilities, and other protected groups, at all levels of employment, in all divisions of contractor's work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the foretasted requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, County shall have sufficient cause to terminate the contract without liability for the

uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

No contract by or on behalf of Milwaukee County shall be let to any party whose name appears on the list of ineligible contractors maintained by the Equal Opportunities Division of the State of Wisconsin.

XXIII. QUESTIONS

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to RFP Contact/Administrator at Tom.Oelstrom@wicourts.gov.

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted on Milwaukee County's business opportunity portal. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

This RFP is issued by the Milwaukee County Clerk of Court. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

XXIV. PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

Should any proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website; it is the responsibility of prospective vendors to check the website for any

amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Bidder form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

XXV. FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

XXVI. NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

XXVII. CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

XXVIII. ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material. Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates. Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

XXIX. MULTIPLE PROPOSALS

Multiple proposals from a proposer will not be permitted.

XXX. PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the proposer(s) within the scope of the RFP in the best interests of Milwaukee County. Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the county's request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

XXXI. CONTRACT TERMS AND FUNDING

The contract shall be between the County of Milwaukee, known as the "County" and the successful proposer known as the "Contractor".

Responses to this RFP should be based upon that the initial term of the agreement of two (2) years with an option for up to two (2) additional two -year extensions, by mutual agreement of the County and contractor.

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty. All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the bid process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by Milwaukee County.

XXXII. CONTRACT TERMINATION

Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure a defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. Milwaukee County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Milwaukee County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

In the event the either party terminates the contract without cause, such termination will require written notice to that effect to be delivered to the other party not less than ninety (90) days prior to said termination. Contractor shall assist and provide for an orderly transition of services.

XXXIII. FEE ADJUSTMENT

The price established by a contract shall remain fixed for the first (1st) contract term, and may be adjusted for subsequent contract extensions. Any proposed price adjustment shall be submitted to the County no later than May 1 of the year proceeding the year for which an adjustment is requested, and if approved, will be effective on that date for the subsequent contract period. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by the County.

XXXIV. PAYMENT REQUIREMENTS

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this contract by lack of appropriations shall be without penalty.

XXXV. MINIMUM WAGE RATE

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance - Minimum Wage. In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part of full time work for the county a minimum wage rate. This rate is currently established at \$11.66/hour. As a matter of responsiveness to this RFP, all proposers must complete "Declaration of Commitment to Compliance to Milwaukee County's Minimum Wage Provision", which is Attachment B. It is the proposer's responsibility to familiarize themselves with the requirements of MCGO Chapter 111 and maintain compliance. Additional information can be found at:

<http://county.milwaukee.gov/ImageLibrary/Groups/cntyAudit/2014-Reports/MWomemowithExhibitsUpdated3-2-2015.pdf>

https://library.municode.com/HTML/12598/level2/MICOCOGEOORVOI_CH111MIWA.

XXXVI. EEOC COMPLIANCE

All proposers shall complete and submit Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment A).

XXXVII. INSURANCE AND INDEMNITY REQUIREMENTS

All proposers shall complete, sign and submit the "Insurance and Indemnity Acknowledgement Form" (Attachment H). This form outlines required insurance requirements for contractor related to this acquisition and proposer's ability and commitment to provide.

XXXVIII. EMPLOYEES

The contractor shall utilize as many permanent employees on this contract whenever possible. The contractor shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a daily basis. A contractual commitment of dependable, steady service is required.

XII. FEDERAL, STATE AND LOCAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State, and Local laws and regulations during the term of any agreement, including, but not limited to, the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental, and safety laws, regulations, standards, and ordinances.

XL. RESPONSIBLE CONTRACTOR POLICY

The County of Milwaukee recognizes superior service and requires that service contractors assure the availability of a qualified staff, and avoid labor disruption and costly employee turnover, treat workers fairly, and abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment. Therefore, the County of Milwaukee maintains the following requirement. Contractors shall abide by all applicable local, state and federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors shall on request provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

XLI. DISCIPLINE OR DISCHARGE OF EMPLOYEES

Any contractor's employee whose employment or performance is objectionable to the county shall be immediately transferred from the County's project. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the contractor in regard to employee discipline shall be at the sole discretion of the contractor. The County shall be held harmless in any disputes the contractor may have with the contractor's employees. This shall include, but is not limited to, charges of discrimination, harassment, and discharge without just cause.

XLII. PRIME CONTRACTOR AND SUBCONTRACTORS

The prime contractor will be responsible for contract performance when subcontractors are used. Subcontractors may be used only with the written permission and approval of the County, and shall have the same contract terms and conditions as prime contractors. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation in the proposal response documents.

XLIII. COMPLIANCE WITH REGULATIONS AND LAWS

The successful firm shall comply with all applicable Federal, State, and local laws, regulations and policies including, without limitation, those pertaining to wages and hours of employment.

ATTACHMENT A

EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

ATTACHMENT B

DECLARATION OF COMMITMENT TO COMPLIANCE WITH MILWAUKEE COUNTY'S
MINIMUM WAGE PROVISION

ATTACHMENT A

EEOC COMPLIANCE (Sign & Submit with Technical Proposal)

2016 EQUAL OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal Rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for Employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR's work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Disadvantaged Business Enterprise (MCGO Chapters, 32, 42, 56 and CRF 49 part 23)

CONTRACTOR shall comply with Milwaukee County General Ordinance Chapter 42 and CRF 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged minority and/or women business enterprise (DBE) for contracts funded with federal and county money and those funded only by county money. CONTRACTOR will ensure that DBE's have the maximum opportunity to participate in this project.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414)278-4292].

CONTRACTOR will also require its subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: _____. CONTRACTOR certifies that it has the following total number of employees in the workforce: _____.

Executed this _____ day of _____, 2016

Firm Name: _____

Address: _____

Representative: _____

(Signature/Title)

ATTACHMENT B

Exhibit C 1

Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Bid/RFP #: _____

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
February 28, 2015	\$11.66

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concession Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

In order to be considered responsive to the Bid/RFP, you must submit this form.

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

☐ I believe that I am exempt from Chapter 111 for the following reasons:

Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.

I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on _____ (date).

Company Name: _____

Authorized Signature: _____

Printed Name: _____

